

1 FELIX S. LEE (CSB No. 197084)  
flee@fenwick.com  
2 CHRISTOPHER J. STESKAL (CSB No. 212297)  
csteskal@fenwick.com  
3 CASEY T. O'NEILL (CSB No. 264406)  
coneill@fenwick.com  
4 CLAIRE MENA (CSB No. 339324)  
cmena@fenwick.com  
5 FENWICK & WEST LLP  
Silicon Valley Center  
6 801 California Street  
Mountain View, CA 94041  
7 Telephone: 650.988.8500  
Facsimile: 650.938.5200  
8

9 JOHN D. TENNERT III (Nevada Bar No. 11728)  
jtennert@fennemorelaw.com  
WADE BEAVERS (Nevada Bar No. 13451)  
10 wbeavers@fennemorelaw.com  
FENNEMORE CRAIG, P.C.  
11 7800 Rancharra Parkway  
Reno, NV 89511  
12 Telephone: 775.788.2212  
Facsimile: 775.786.1172  
13

Attorneys for Plaintiff and Counterdefendant  
14 TETSUYA NAKAMURA

15 UNITED STATES DISTRICT COURT

16 DISTRICT OF NEVADA

17 TETSUYA NAKAMURA,

18 Plaintiff,

19 v.

20 SUNDAY GROUP INCORPORATED, *et al.*,

21 Defendants.

22 SUNDAY GROUP INCORPORATED AND  
23 TOSHIKI (TODD) MITSUISHI

24 Counterclaimants,

25 v.

26 TETSUYA NAKAMURA,

27 Counterdefendant.  
28

Case No.: 2:22-cv-01324-MMD-EJY

STIPULATED CONFIDENTIALITY  
AGREEMENT AND PROTECTIVE  
ORDER

1 Plaintiff Tetsuya Nakamura (“Dr. Nakamura”) and Defendants Sunday Group  
2 Incorporated (“Sunday Group”), SGI Trust, Toshiki (Todd) Mitsuishi, and James Pack  
3 (collectively, the “Defendants” and together with Dr. Nakamura, the “Parties”) hereby enter into  
4 this Stipulated Confidentiality Agreement and Protective Order (“Protective Order”) pursuant to  
5 Fed. R. Civ. P. 26(c) and Fed. R. Civ. P. 29.

6 Whereas the Parties desire to produce certain documents or other material which may  
7 contain proprietary and/or confidential information, it is hereby stipulated and agreed, by and  
8 between the Parties, through their respective counsel of record, that:

9 **1. Applicability of this Protective Order:** Subject to Section 2 below, this  
10 Protective Order does not and will not govern any trial proceedings in this action but will  
11 otherwise be applicable to and govern the handling and production of documents, depositions,  
12 deposition exhibits, interrogatory responses, responses to requests for admissions, responses to  
13 requests for production of documents, and all other discovery (“Discovery Material”) obtained  
14 pursuant to Federal Rules of Civil Procedure or other legal process by or from, or produced on  
15 behalf of, a Party or witness (the “Producing Party” or “Disclosing Party”) in connection with this  
16 action to the Parties in this action who receive such information (the “Receiving Party”).

17 **2. No Waiver:** This Protective Order is entered solely for the purpose of facilitating  
18 the exchange of documents and information among the Parties to this action without involving the  
19 Court unnecessarily in the process. Nothing in this Protective Order, nor the production of any  
20 information or document under the terms of this Protective Order, nor any proceedings pursuant  
21 to this Protective Order shall be deemed to be a waiver of any rights or objections to challenge the  
22 authenticity or admissibility of any document, testimony, or other evidence at trial. Additionally,  
23 this Protective Order will not prejudice the right of any Party or nonparty to oppose production of  
24 any information on the ground of attorney-client privilege, work product doctrine, or any other  
25 privilege or protection provided under the law.

26 **3. Designation of Information:** Any Producing Party may designate Discovery  
27 Material that is in its possession, custody, or control produced to a Receiving Party as  
28 “Confidential” under the terms of this Protective Order, but only if the Producing Party in good

1 faith reasonably believes that such Discovery Material contains nonpublic, confidential  
2 information as defined in Sections 5 and 6 below.

3 **4. Exercise of Restraint and Care in Designating Material for Protection:** Each  
4 Producing Party that designates information or items for protection under this Protective Order  
5 must take care to limit any such designation to specific material that qualifies under the  
6 appropriate standards. Indiscriminate designations are prohibited.

7 **5. Confidential Information:** For purposes of this Protective Order, “Confidential  
8 Information” means all information that constitutes, reflects, or discloses nonpublic information,  
9 trade secrets, know-how, or other financial, proprietary, commercially sensitive, confidential  
10 business, marketing, regulatory, or strategic information (regarding business plans or strategies,  
11 technical data, and nonpublic designs), the disclosure of which the Producing Party believes in  
12 good faith might reasonably result in economic, competitive, or business injury to the Producing  
13 Party (or its affiliates, personnel, or clients) and which is not publicly known and cannot be  
14 ascertained from an inspection of publicly available sources, documents, material, or devices.  
15 “Confidential Information” shall also include sensitive personal information that is not otherwise  
16 publicly available, such as home addresses; social security numbers; dates of birth; employment  
17 personnel files; medical information; home telephone records/numbers; employee disciplinary  
18 records; court documents sealed by another court or designated Confidential by agreement of the  
19 Parties in another matter; wage statements or earnings statements; employee benefits data; tax  
20 records; and other similar personal financial information. A Party may also designate as  
21 “CONFIDENTIAL” compilations of publicly available discovery materials, which would not be  
22 known publicly in a compiled form and the disclosure of which the Producing Party believes in  
23 good faith might reasonably result in economic, competitive, or business injury to the Producing  
24 Party.

25 **6. Designating Confidential Information:** If any Party in this action determines in  
26 good faith that any information, documents, things, or responses produced in the course of  
27 discovery in this action should be designated as Confidential Information (the “Designating  
28 Party”), it shall advise any Party receiving such material of this fact, and all copies of such

1 documents, things, or responses, or portions thereof deemed to be confidential shall be marked  
2 “CONFIDENTIAL” (whether produced in hard copy or electronic form) at the expense of the  
3 Designating Party and treated as such by all Parties. A Designating Party may inform another  
4 Party that a document is Confidential by providing the Bates number of the document in writing.  
5 If Confidential Information is produced via an electronic form on a computer readable medium  
6 (e.g., CD-ROM), other digital storage medium, or via Internet transmission, the Producing Party  
7 or Designating Party shall affix in a prominent place on the storage medium or container file on  
8 which the information is stored, and on any container(s) for such medium, the legend “Includes  
9 CONFIDENTIAL INFORMATION.” Nothing in this Section shall extend confidentiality or the  
10 protections associated therewith to any information that does not otherwise constitute  
11 “Confidential Information” as defined in Sections 5 and 6 herein.

12 **7. Redaction Allowed:** Any Producing Party may redact from the documents or  
13 things it produces matter that the Producing Party reasonably claims in good faith is subject to the  
14 attorney-client privilege or the work product doctrine. A Producing Party may not withhold  
15 nonprivileged, responsive information solely on the grounds that such information is contained in  
16 a document that includes privileged information. The Producing Party shall mark each redaction  
17 with a legend stating “REDACTED,” and include an annotation indicating the specific reason for  
18 the redaction (e.g., “REDACTED—Work Product”). All documents redacted based on attorney  
19 client privilege or work product immunity shall be listed in an appropriate log in conformity with  
20 federal law and Federal Rule of Civil Procedure 26(b)(5). Where a document consists of more  
21 than one page, the page on which information has been redacted shall so be marked. The  
22 Producing Party shall preserve an unredacted version of such document.

23 **8. Use of Confidential Information:** Except as provided herein, Confidential  
24 Information designated or marked shall be maintained in confidence, used solely for the purposes  
25 of this action, to the extent not otherwise prohibited by an order of the Court, shall be disclosed to  
26 no one except those persons identified herein in Sections 12 and 13, and shall be handled in such  
27 manner until such designation is removed by the Designating Party or by order of the Court.  
28 Confidential Information produced by another Party shall not be used by any Receiving Party for

1 any commercial, competitive or personal purpose. Nothing in this Protective Order shall govern  
2 or restrict a Producing Party's use of its own Confidential Information in any way.

3 **9. Designations Upon Entry of this Protective Order:** Once the Court enters this  
4 Protective Order, a party shall have forty-five (45) calendar days to designate as Confidential any  
5 documents previously produced in this action, which it can do by stamping "CONFIDENTIAL"  
6 on the document, or informing the other Parties of the Bates-numbers of the documents so  
7 designated.

8 **10. Use of Confidential Information in Depositions:** Counsel for any Party shall  
9 have the right to disclose Confidential Information at depositions, provided that such disclosure is  
10 consistent with this Protective Order, including Sections 12 and 13. Any counsel of record may  
11 request that all persons not entitled under Sections 12 or 13 of this Protective Order to have access  
12 to Confidential Information leave the deposition room during the confidential portion of the  
13 deposition. Failure of such persons to comply with a request to leave the deposition shall  
14 constitute substantial justification for counsel to advise the witness that the witness need not  
15 answer the question where the answer would disclose Confidential Information. Additionally, at  
16 any deposition session, (1) upon inquiry with regard to the content of any discovery material(s)  
17 designated or marked as "CONFIDENTIAL"; (2) whenever counsel for a Party deems that the  
18 answer to a question may result in the disclosure or revelation of Confidential Information; and/or  
19 (3) whenever counsel for a Party deems that the answer to any question has resulted in the  
20 disclosure or revelation of Confidential Information, counsel to any Party may designate those  
21 portions of a deposition transcript and/or video of any deposition (or any other testimony) as  
22 containing Confidential Information in accordance with this Protective Order either by placing a  
23 statement on the record during the deposition or by notifying all other Parties in writing, within  
24 thirty (30) calendar days of receiving the transcript or video that it contains Confidential  
25 Information and designating the specific pages, lines, and/or counter numbers as containing  
26 Confidential Information. If a designation is made via a statement on the record during a  
27 deposition, counsel must follow up in writing within thirty (30) calendar days of receiving the  
28 transcript or video, identifying the specific pages, lines, and/or counter numbers containing the

Confidential Information. If no confidentiality designations are made within the thirty (30) day period, the entire transcript shall be considered non-confidential. During the thirty (30) day period, the entire transcript and video shall be treated as Confidential Information. All originals and copies of deposition transcripts that contain Confidential Information shall be prominently marked “CONFIDENTIAL” on the cover thereof and, if and when filed with the Court, the portions of such transcript so designated shall be filed under seal. Counsel must designate portions of a deposition transcript as “CONFIDENTIAL” within thirty (30) calendar days of receiving the transcript. Any DVD or other digital storage medium containing Confidential deposition testimony shall be labeled in accordance with the provisions of Section 7.

**11. Persons Authorized to Receive Confidential Information:** Confidential Information produced pursuant to this Protective Order may be disclosed or made available only to the Court, its employees, other court personnel, any discovery referee, mediator or other official who may be appointed by the Court, and to the persons below (the “Authorized Recipient”):

(a) A Party, or officers, directors, employees, and agents of a Party deemed necessary by counsel to aid in the prosecution, defense, or settlement of this action;

(b) Counsel for a Party (including in house attorneys, outside attorneys associated with a law firm(s) of record, and paralegal, clerical, and secretarial staff employed by such counsel);

(c) Persons retained by a Party to provide litigation support services (photocopying, videotaping, translating, preparing exhibits or demonstrations, organizing, storing, retrieving data in any form or medium, etc.);

(d) Consultants or expert witnesses (together with their support staff) retained by a Party or its counsel for the prosecution or defense of this litigation, provided that such an expert or consultant is not a current employee of a direct competitor of a Party named in this action,<sup>1</sup>

(e) Court reporter(s) and videographers(s) employed in this action;

(f) Any authors or recipients of the Confidential Information;

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<sup>1</sup> A party may seek leave of court to provide information to a consultant employed by a competitor.

1 (g) A witness at any deposition or other proceeding in this action, who shall sign the  
2 Confidentiality Agreement attached as “Exhibit A” to this Protective Order before being  
3 shown a confidential document; and

4 (h) Any other person as to whom the Parties in writing agree or that the Court in these  
5 proceedings so designates.

6 Any person to whom Confidential Information is disclosed pursuant to subparts (a)  
7 through (h) hereinabove shall be advised that the Confidential Information is being disclosed  
8 pursuant to an order of the Court, that the information may not be disclosed by such person to any  
9 person not permitted to have access to the Confidential Information pursuant to this Protective  
10 Order, and that any violation of this Protective Order may result in the imposition of such  
11 sanctions as the Court deems proper. Any person to whom Confidential Information is disclosed  
12 pursuant to subpart (c), (d), (g), or (h) of this section shall also be required to execute a copy of  
13 the form Exhibit A. The persons shall agree in writing to be bound by the terms of this Protective  
14 Order by executing a copy of Exhibit A (which shall be maintained by the counsel of record for  
15 the Party seeking to reveal the Confidential Information) in advance of being shown the  
16 Confidential Information. No Party (or its counsel) shall discourage any persons from signing a  
17 copy of Exhibit A. If a person refuses to execute a copy of Exhibit A, the Party seeking to reveal  
18 the Confidential Information shall seek an order from the Court directing that the person be bound  
19 by this Protective Order. In the event of the filing of such a motion, Confidential Information may  
20 not be disclosed to such person until the Court resolves the issue. Proof of each written agreement  
21 provided for under this Section shall be maintained by each of the Parties while this action is  
22 pending and disclosed to the other Parties upon good cause shown and upon order of the Court.

23 **12. Filing of Confidential Information With Court:** Any Party seeking to file or  
24 disclose materials designated as Confidential Information with the Court in this action must seek  
25 to file such Confidential Information under seal pursuant to LR IA 10-5 of the U.S. District Court  
26 Rules for the District of Nevada for Sealing Court Records. The Designating Party will have the  
27 burden to provide the Court with any information necessary to support the designation as  
28 Confidential Information.



1           **13. Notice to Nonparties:** Any Party issuing a subpoena to a nonparty shall enclose a  
2 copy of this Protective Order and advise the nonparty that it may designate any Discovery  
3 Material it produces pursuant to the terms of this Protective Order as Confidential Information  
4 should the nonparty producing party wish to do so. This Protective Order shall be binding in favor  
5 of nonparty designating parties to the maximum extent permitted by law. Any nonparty invoking  
6 the Protective Order shall comply with, and be subject to, all applicable sections of the Protective  
7 Order. Any documents received by a Party in response to a subpoena or other legal process served  
8 on a nonparty shall, within fourteen (14) calendar days of receipt of the documents from the  
9 nonparty, be produced to all the Parties to this action. The Parties may then designate all or some  
10 of the documents produced by the nonparty as Confidential Information in accordance with this  
11 Protective Order.

12           **14. Knowledge of Unauthorized Use or Possession:** If a Party receiving Confidential  
13 Information learns of any possession, knowledge, use or disclosure of any Confidential  
14 Information in violation of the terms of this Protective Order, the Receiving Party shall  
15 immediately notify in writing the Party that produced the Confidential Information. The  
16 Receiving Party shall promptly furnish the Producing Party with the full details of such  
17 possession, knowledge, use or disclosure. With respect to such unauthorized possession,  
18 knowledge, use or disclosure the Receiving Party shall assist the Producing Party in remedying  
19 the disclosure (e.g., by retrieving the Confidential Information from an unauthorized recipient)  
20 and/or by preventing its recurrence.

21           **15. Copies, Summaries or Abstracts:** Any copies, summaries, abstracts or exact  
22 duplications of Confidential Information shall be marked “CONFIDENTIAL” and shall be  
23 considered Confidential Information subject to the terms and conditions of this Protective Order.  
24 Attorney-client communications and attorney work product regarding Confidential Information,  
25 as permitted by this Protective Order, shall not be subject to this section, regardless of whether  
26 they summarize, abstract, paraphrase, or otherwise reflect Confidential Information.

27           **16. Information Not Confidential:** The restrictions set forth in this Protective Order  
28 shall not be construed to apply to any information or materials that:



1 (a) Were lawfully in the Receiving Party's possession prior to such information being  
 2 designated as Confidential Information in this action, and that the Receiving Party is not  
 3 otherwise obligated to treat as confidential;

4 (b) Were obtained without any benefit or use of Confidential Information from a third  
 5 party having the right to disclose such information to the Receiving Party without restriction or  
 6 obligation of confidentiality;

7 (c) Were independently developed after the time of disclosure by persons who did not  
 8 have access to the Producing Party's Confidential Information;

9 (d) Have been or become part of the public domain by publication or otherwise and not  
 10 due to any unauthorized act or omission on the part of a Receiving Party; or

11 (e) Under law, have been declared to be in the public domain.

12 **17. Challenges to Designations:** Any Party may object to the designation of  
 13 Confidential Information on the ground that such information does not constitute Confidential  
 14 Information by serving written notice upon counsel for the Producing Party within ninety (90)  
 15 calendar days of the date the item(s) was designated, specifying the item(s) in question and the  
 16 ground(s) for the objection. The Producing Party shall have thirty (30) calendar days to respond  
 17 to the challenge of designation. If a Party objects to the designation of any materials as  
 18 Confidential Information, the Party challenging the designation shall arrange for meet and confer  
 19 to be held within ten (10) court days of service of the response to the designation challenge by the  
 20 Producing Party to attempt to informally resolve the dispute. If the Parties cannot resolve the  
 21 matter, the Party challenging the designation may file a motion with the Court to resolve the  
 22 dispute. Such motions must be filed within ten (10) court days following the meet and confer.  
 23 This Protective Order shall not affect the burden of proof on any such motion, or impose any  
 24 burdens upon any Party that would not exist had the Protective Order not been entered; as a  
 25 general matter, the burden shall be on the person making the designation to establish the propriety  
 26 of the designation. Any contested information shall continue to be treated as Confidential  
 27 Information and subject to this Protective Order until such time as such motion has been ruled  
 28 upon.

1           **18. Use in Court:** If any Confidential Information is used in any pretrial Court  
2 proceeding in this action, it shall not necessarily lose its confidential status through such use, and  
3 the Party using such information shall take all reasonable steps consistent with the U.S. District  
4 Court Rules for the District of Nevada governing Sealing Court Records and LR IC 6-1 to  
5 maintain its confidentiality during such use.

6           **19. Reservation of Rights:** The Parties each reserve the right to seek or oppose  
7 additional or different protection for particular information, documents, materials, items or things,  
8 including but not limited to, items which they consider to be attorney's eyes only in nature. This  
9 Protective Order shall neither enlarge nor affect the proper scope of discovery in this action. In  
10 addition, this Protective Order shall not limit or circumscribe in any manner any rights the Parties  
11 (or their respective counsel) may have under common law or pursuant to any state, federal, or  
12 foreign statute or regulation, and/or ethical rule.

13           **20. Inadvertent Failure to Designate:** The inadvertent failure to designate  
14 information produced in discovery as Confidential shall not be deemed, by itself, to be a waiver  
15 of the right to so designate such discovery materials as Confidential Information. Within a  
16 reasonable time of learning of any such inadvertent failure, the Producing Party shall notify all  
17 Receiving Parties of such inadvertent failure and shall take such other steps as necessary to  
18 correct such failure after becoming aware of it. Disclosure of such discovery materials to any  
19 other person prior to later designation of the discovery materials in accordance with this section  
20 shall not violate the terms of this Protective Order. However, immediately upon being notified of  
21 an inadvertent failure to designate, all Parties shall treat such information as though properly  
22 designated, and shall take any actions necessary to prevent any future unauthorized disclosure,  
23 use, or possession.

24           **21. No Waiver of Privilege:** Disclosure (including production) of information after  
25 the entry of this Protective Order that a Party or nonparty later claims was inadvertent and should  
26 not have been disclosed because of a privilege, including, but not limited to, the attorney-client  
27 privilege or work product doctrine ("Privileged Information"), shall not constitute a waiver of, or  
28 estoppel as to, any claim of attorney-client privilege, attorney work product, or other ground for

1 withholding production as to which the Disclosing or Producing Party would be entitled in this  
2 action.

3       **22. Effect of Disclosure of Privileged Information:** The Receiving Party hereby  
4 agrees to promptly return, sequester, or destroy any Privileged Information disclosed or produced  
5 by a Disclosing or Producing Party upon request by the Disclosing or Producing Party regardless  
6 of whether the Receiving Party disputes the designation of Privileged Information. The Receiving  
7 Party may sequester (rather than return or destroy) such Privileged Information only if it contends  
8 that the information itself is not privileged or otherwise protected and it challenges the privilege  
9 designation, in which case it may only sequester the information until the claim of privilege or  
10 other protection is resolved. If any Party disputes the privilege claim (“Objecting Party”), that  
11 Objecting Party shall object in writing by notifying the Producing Party of the dispute and the  
12 basis therefor. The Parties thereafter shall meet and confer in good faith regarding the disputed  
13 claim within fourteen (14) business days after service of the written objection. In the event that  
14 the Parties do not resolve their dispute, the Objecting Party may bring a motion for a  
15 determination of whether a privilege applies within fourteen (14) business days following the  
16 meet and confer session, but may only contest the asserted privileges on grounds other than the  
17 inadvertent production of such document(s). In making such a motion, the Objecting Party shall  
18 not disclose the content of the document(s) at issue, but may refer to the information contained on  
19 the privilege log. Nothing herein shall relieve counsel from abiding by applicable ethical rules  
20 regarding inadvertent disclosure and discovery of inadvertently disclosed privileged or otherwise  
21 protected material. The failure of any Party to provide notice or instructions under this section  
22 shall not constitute a waiver of, or estoppel as to, any claim of attorney-client privilege, attorney  
23 work product, or other ground for withholding production as to which the Disclosing or  
24 Producing Party would be entitled in this action.

25       **23. Inadvertent Production of Non-Discoverable Documents:** If a Producing Party  
26 inadvertently produces a document that contains no discoverable information, the Producing  
27 Party may request in writing that the Receiving Party return the document, and the Receiving  
28 Party shall return the document. A Producing Party may not request the return of a document

1 pursuant to this section if the document contains any discoverable information. If a Producing  
2 Party inadvertently fails to redact privileged or work product information, the Producing Party  
3 may provide the Receiving Party a substitute version of the document that redacts the  
4 information, and the Receiving Party shall return the original, unredacted document to the  
5 Producing Party.

6 **24. Return of Information:** Within thirty (30) days after the final disposition of this  
7 action, all discovery materials containing Confidential Information produced by an opposing  
8 Party or nonparty (including, without limitation, any copies, extracts or summaries thereof) as  
9 part of discovery in this action shall be destroyed by the Parties to whom the discovery materials  
10 containing Confidential Information was produced, and each counsel shall, by declaration  
11 delivered to all counsel for the Producing Party, affirm that all such discovery materials  
12 containing Confidential Information (including, without limitation, any copies, extracts or  
13 summaries thereof) have been destroyed; provided, however, that each counsel shall be entitled to  
14 retain pleadings, motions and memoranda in support thereof, declarations or affidavits, deposition  
15 transcripts and videotapes, or documents reflecting attorney work product or consultant or expert  
16 work product, even if such material contains or refers to discovery materials containing  
17 Confidential Information, but only to the extent necessary to preserve a litigation file with respect  
18 to this action. Counsel are not required to destroy or certify destruction of Confidential  
19 Information replicated on automatic archival or data backup systems maintained by counsel.

20 **25. Attorney's Fees:** Nothing in this Protective Order is intended to either expand or  
21 limit a prevailing party's right under the Federal Rules of Civil Procedure or other applicable state  
22 or federal law to pursue costs and attorney's fees incurred related to confidentiality designations  
23 or the abuse of the process described herein.

24 **26. Injunctive Relief and Sanctions Available for Unauthorized Disclosure or Use**  
25 **of Confidential Information:** The Parties and/or nonparties shall not utilize any Confidential  
26 Information for their own personal and/or business advantage or gain, aside from purpose(s)  
27 solely related to the instant litigation. The Parties and nonparties acknowledge and agree that  
28 unauthorized use and/or disclosure of Confidential Information beyond this litigation shall subject

1 the offending Party or nonparty to sanctions contemplated in Fed. R. Civ. P. 37(b)(2)(A), up to  
2 and including entry of judgment against the offending Party in circumstances involving willful  
3 disobedience with this Protective Order. Further, the Parties and/or nonparties receiving or being  
4 given access to Confidential Information acknowledge that monetary remedies would be  
5 inadequate to protect each Party in the case of unauthorized disclosure or use of Confidential  
6 Information that the Receiving Party only received through discovery in this action and that  
7 injunctive relief would be necessary and appropriate to protect each Party's rights in the event  
8 there is any such unauthorized disclosure or use of Confidential Information. The availability of  
9 injunctive relief to protect against the unauthorized disclosure or use of Confidential Information  
10 shall not be exclusive.

11 **27. Other Actions and Proceedings:** If a Receiving Party (a) is subpoenaed in  
12 another action, investigation, or proceeding, (b) is served with a demand in another action,  
13 investigation, or proceeding, or (c) is served with any legal process by one not a party to this  
14 Protective Order, seeking materials which were produced or designated as Confidential pursuant  
15 to this Protective Order, the Receiving Party shall give prompt actual written notice by electronic  
16 transmission to counsel of record for such Producing Party within five (5) business days of receipt  
17 of such subpoena, demand or legal process, or such shorter notice as may be required to provide  
18 other parties with the opportunity to object to the immediate production of the requested  
19 discovery materials to the extent permitted by law. The burden of opposing enforcement of the  
20 subpoena shall fall upon the Party or nonparty who produced or designated the Discovery  
21 Material as Confidential Information. Unless the Party or nonparty who produced or designated  
22 the Confidential Information obtains an order directing that the subpoena not be complied with,  
23 and serves such order upon the Receiving Party prior to production pursuant to the subpoena, the  
24 Receiving Party shall be permitted to produce documents responsive to the subpoena on the  
25 subpoena response date. Compliance by the Receiving Party with any order directing production  
26 pursuant to a subpoena of any Confidential Information shall not constitute a violation of this  
27 Protective Order. Nothing in this Protective Order shall be construed as authorizing a Party to  
28 disobey a lawful subpoena issued in another action.

1           **28. Order Survives Termination:** This Protective Order shall survive the termination  
2 of this action, and the Court shall retain jurisdiction to resolve any dispute concerning the use of  
3 information disclosed hereunder.

4  
5           **IT IS SO STIPULATED.**

6           Dated this 21<sup>st</sup> day of September, 2023

7           FENWICK & WEST LLP

8           By: /s/ Felix S. Lee

9           Felix S. Lee  
10          Christopher J. Steskal  
11          Casey O'Neill  
12          Claire Mena

13          Attorneys for Plaintiff Tetsuya Nakamura

            Dated this 21<sup>st</sup> day of September, 2023

            CLYDE SNOW & SESSIONS PC

            By: /s/ Thomas A. Brady

            Thomas A. Brady  
            Timothy R. Pack  
            Keith M. Woodwell

            Attorneys for Defendants Sunday Group  
            Incorporated

14          Dated this 21<sup>st</sup> day of September, 2023

15          FENNEMORE CRAIG, P.C.

16          By: /s/ John D. Tennert III

17          John D. Tennert III  
18          Wade Beavers

19          Attorneys for Plaintiff Tetsuya Nakamura

20                           **ORDER**

21                           IT IS SO ORDERED.

22  
23                           \_\_\_\_\_  
24                           THE HONORABLE ELAYNA J. YOUCHAH  
25                           UNITED STATES MAGISTRATE JUDGE

26                           DATED: \_\_\_\_\_  
27  
28

**EXHIBIT "A"****CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_ do hereby acknowledge and agree, under penalty of perjury, as follows:

1. I have read the Stipulated Confidentiality Agreement and Protective Order (the "Protective Order") entered in Tetsuya Nakamura v. Sunday Group Incorporated, 2:22-cv-01324-MMD-EJY, on \_\_\_\_\_, \_\_\_\_\_, and I fully understand its contents.

2. I hereby agree and consent to be bound by the terms of the Protective Order and to comply with it in all respects, and to that end, I hereby knowingly and voluntarily submit and subject myself to the personal jurisdiction of the United States District Court, District of Nevada so that the said court shall have the power and authority to enforce the Protective Order and to impose appropriate sanctions upon me for knowingly violating the Protective Order, including punishment for contempt of court for a knowing violation of the Protective Order.

3. I understand that by signing this instrument, I will be eligible to receive "Confidential Information" under the terms and conditions of the Protective Order. I further understand and agree that I must treat any "Confidential Information" in accordance with the terms and conditions of the Protective Order, and that, if I should knowingly make a disclosure of any such information in a manner unauthorized by the Protective Order, I will have violated a court order, will be in contempt of court, and will be subject to punishment by the court for such conduct.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Address)